result was reached, even despite another clause excepting suicide as a risk. *Mutual Reserve Fund Life Ass'n* v. *Payne*, 32 S. W. 1063 (Tex. Civ. App.); *Royal Circle* v. *Achterrath*, 204 Ill. 549, 68 N. E. 492. It was felt that the *Ritter* case had committed the Supreme Court to a contrary view. RICHARDS, LAW OF INSURANCE, 3 ed., § 382. But that court has been by degrees approaching modern tendencies already noted. See 21 HARV. L. REV. 530. It upheld the Missouri statute excluding suicide as a defense. *Whitfield* v. *Ætna Life Insurance Co.*, 205 U. S. 489. And in the principal cases, where suicide was neither contemplated by the applicant nor expressly excluded, it recognizes it as a risk. Also the Supreme Court now leaves the several states free to decide whether, on grounds of public policy, suicide exempts the insurer from liability. The *Ritter* case promulgated a set rule that a silent policy implied an exception for suicide. The principal cases are more consonant with the doctrine that federal courts should give effect to such views, not clearly wrong, as states adopt.

INTOXICATING LIQUORS — EIGHTEENTH AMENDMENT — INTERPRETATION OF THE VOLSTEAD ACT. — Prior to the effective date of the Volstead Act, the appellant was lessee of a room in a warehouse, and had stored intoxicating liquor therein. By a bill alleging that he was in exclusive possession and control of this liquor and that he intended it only for personal use, he sought to enjoin the warehouse company from delivering it to government agents. A motion to dismiss the bill was sustained. *Held*, that this was error. *Street* v. *Lincoln Safe Deposit Company*, U. S. Sup. Ct., October Term, 1920, No. 278.

The plaintiff sought to force the defendant, a collector of internal revenue, to deliver to the plaintiff for personal use in his home a barrel of whisky belonging to him and stored by him, before the effective date of the Volstead Act, in a bonded government warehouse. *Held*, that a motion to dismiss be granted. *Corneli* v. *Moore*, U. S. Dist. Ct. of Mo., 11 Dec. 1920.

The Volstead Act forbids possession of liquor except as authorized. See 41 STAT. AT L. 305 *et seq.*, Title II, § 3. It expressly authorizes possession in a home for use therein. See *Id.*, § 33. The Supreme Court decides that it impliedly authorizes possession for this same purpose though the liquor possessed be located outside the home. The District Court decides that even if the plaintiff's right to a permit to transport this liquor is settled by the *Street* case, yet the defendant need not deliver unless the plaintiff shows such a permit. Unfortunately the decision is also based upon provisions of the War Time Prohibition Act. See 40 STAT. AT L. 1046. Neither case answers the important question: does the Act impliedly authorize A to possess for B liquor owned by B and intended for use in his home? The courts can hardly go to this length without opening the way to many serious violations of the Volstead Act. It may adopt the view of Justice McReynolds that provisions calling for confiscation of lawfully acquired liquor are unconstitutional. See *Street* v. *Lincoln Safe Deposit Company*, *supra*. Considering the strong public policy declared by the Eighteenth Amendment such a result is highly improbable.

LANDLORD AND TENANT — TENANCY FROM YEAR TO YEAR — DOES OPTION TO PURCHASE CONTINUE WHEN TENANT FOR TERM HOLDS OVER. — The plaintiff a tenant for a term held over and after the expiration of his lease sought to exercise an option to purchase contained in the lease. *Held*, that he could not do so. *Bradbury* v. *Grimble*, 55 L. J., 296.

The principal case is decided on the theory that as an option to purchase is not a covenant regulating the relation of landlord and tenant it will not be imported into the tenancy which arises when a tenant for a term holds over. It is usually said that the terms of the former lease continue as far as they are applicable to and consistent with the new tenancy. See 2 TIFFANY, LANDLORD